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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SANKOFA BEY SEKOU,

Plaintiff,

-against-

THE CITY OF NEW YORK, NEW YORK POLICE
COMMISSIONER RAYMOND KELLY, in his
individual and official capacity; MAYOR MICHAEL
BLOOMBERG, in his individual and official
capacity; NEW YORK CITY POLICE OFFICER
RICHARD PIMENTEL, in his individual capacity;
NEW YORK CITY POLICE OFFICER FRED
BARRAZA OR HIS ESTATE; LT. THOMAS
PASSOLO, in his individual capacity; NEW YORK
CITY POLICE OFFICER THOMAS PFEIFFER, in
his individual capacity; NEW YORK CITY POLICE
OFFICER ANDREW SEELEY, in his individual
capacity; NEW YORK CITY POLICE OFFICER
DAVID SAPONIERI, in his individual capacity;
NEW YORK CITY POLICE OFFICER
CHRISTOPHER THAYER, in his individual
capacity; SERGEANT FRANCIS MARGRAF, in his
individual capacity; THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
MIHAI POPA
USED-THINGS STORE CORP.
LUCERO OF USED-THINGS STORE CORP.

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

11 CV 5833 (BMC/MDG)

Defendants.
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WHEREAS, plaintiff commenced this action by filing a complaint on or about
November 30, 2011, alleging that the defendants violated plaintiff's federal civil and state
common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, on October 20, 2011, defendant, Craigslist, Inc., was dismissed from this action on plaintiff's consent; and

WHEREAS, the plaintiff and, the City of New York, Commissioner Raymond Kelly, Mayor Michael Bloomberg, the City of New York Office of the Comptroller, Police Lieutenant Thomas Passolo, Police Sergeant Francis Margraf, the Estate of Fred Barazza and Police Officers – Fred Barazza, Christopher Thayer, Richard Pimentel, Andrew Seeley, David Saponieri and the individuals named herein as “NYC Police Officers John Doe ##1-10” (hereinafter, the “City Defendants”), now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has agreed to settle this matter with the City Defendants on the terms set forth below; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against City Defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph “2” below.

2. Defendant, City of New York hereby agrees to pay plaintiff, SANKOFA BEY SEKOU, the sum of FIVE THOUSAND DOLLARS (\$5,000) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiff agrees to the dismissal with prejudice of all the claims against the City Defendants and to release and discharge all City Defendants, their successors and assigns, and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to City Defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the City Defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless the City Defendants, regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the plaintiff and the City Defendants hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order

regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
May __, 2012

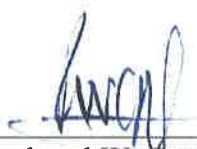
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Pro Se Plaintiff

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By: All Rights Reserve Sankofa Bey Sekou
Sankofa Bey Sekou

By:


Rudyard W. Ceres
Assistant Corporation Counsel

JULY 3, 2012

SO ORDERED:

Dated: Brooklyn, New York
May 14, 2012

HON. BRIAN M. COGAN
UNITED STATES DISTRICT JUDGE